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SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

Handwritten: b # 1
Sum. ps
for pde

Marie Arnold
10367 Perfect Parsley
Las Vegas, NV 89183
725-202-1325
In Pro Per

UNITED STATES OF DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

MARIE ARNOLD,

Plaintiff,

vs.

METLIFE AUTO & HOME INSURANCE
AGENCY INC, METLIFE GROUP, INC

Defendant,

CASE NO: 19 03920

VKD

NEGLIGENCE
NEGLIEGENT MISREPRESENTED
INVADING PRIVACY

JURISDICTION

2. This Court has Diversity Jurisdiction over Plaintiff and Defendant are citizens of different state 28. U.S.C. 1332

Plaintiff, Marie Arnold is natural person, citizen of state of Nevada

VENUE

3. Venue is proper pursuant 28. U.S.C. 1391 in District of Nevada, Plaintiff lives in this State of Nevada, Defendant is corporation, personal jurisdiction 28 U.S.C 1391 with multi district

Plaintiff Arnold and Defendant Metlife contract agreement was made in Santa Clara, CA

INTRA- DISTRICT ASSIGNMENT

4. This lawsuit is assigned to U.S. District Court, District of Northern California

Parties

5. Plaintiff, Marie Arnold reside at 10367 Perfect Parsley St. Las Vegas, Nevada, 89183 Clark County natural person.

6. Defendant, METLIFE 200 Park Ave, New York, NY 10166 is a corporation, principal of business headquarter is in New York

STATEMENT OF FACTS

Plaintiff Marie Arnold insured by Metlife life insurance employees benefits provided by employer Kaiser Permanente services since Dec.29,1999 \$5,000 a yearly Plaintiff Marie Arnold was healthcare worker, voluntary terminated her occupation May. 13,2012. Plaintiff was suffering emotional distress from false medical breach of medical records Cyber attack from employers,

II. MISREPRESENTED

33. U.S. Code 931 (a)(1)(ii) penalty for Misrepresentation

Defendant Agent negligent misrepresented failure to full disclosure leverage cash value withdraws, take a loan against your policy or sell your policy. Relevant information based on eligible to qualify for "whole life cash value cash out." Defendant beach Plaintiff requested for copy of policy booklet, Defendant concealment of a materials and information on Plaintiff's Arnold Policy. Plaintiff waited for copy of policy from Defendant. Only two pages of Policy information. **(EXHIBIT A) Metlife Life Insurance. (Eddy vs. Sharp)(19880) 199 CA3d 858,865,245, CR** An Agent Broker who misrepresentation a policy coverage either before or after purchase, can be liable for negligent misrepresentation. Defendant Agent concealed facts about whole life Insurance protects employee in the events of early accident, chronic illness or disability and take loan before aged 65 and provide cash value with penalties surrender charges. Defendant and Brighthouse failed to pay pension benefits to tens of thousand of employee covered by its group annuity contracts. "Betrayed thousands of annuitants." misleading representation. Plaintiff was one of thousands annuitants Defendant graceful defraud and spoof with deception. Defendant use brainwashing and mind control because Plaintiff lack knowledge insurance contracts withdraws.

INVADING OF PRIVACY

III. Violation of 4th Amendments, U.S. Constitution Invading of Privacy

Plaintiff Arnold, 4th Amendment rights were violated by Defendant's Officers. The 4th Amendments of U.S. Constitution provides that "[t]he right of the people to be secure in their persons, houses, papers, and effects, Plaintiff privacy was

1 surveillance on the insured employees. Plaintiff suffered from her
2 employer employees cyber attack breach in 2008. (*Marie Dantes vs. Kaiser Permanente*)
3 Plaintiff was malpractice and employment discriminated. Defendant is aware of
4 preexisting medical condition, such as mental disability in 2006 during employment. Plaintiff Marie
5 entitled to claim to "whole life policy amount" due to related terminal diagnosis as to chronic
6 condition, diagnosis mental disability and other diagnosis. Plaintiff can provide medical record as
7 upon request. Plaintiff Marie Arnold alleges Defendant had intentional deny and defraud her due to
8 her mental incompetent and mental disability, Plaintiff was unaware of falsity of the representation,
9 must have been acted in reliance upon the truth of representation. Plaintiff is entitled for Equitable
10 Estoppel tolling on fraud statute limitations is four years, as is breach of fiduciary duty statute of
11 limitations. The general rule the statutes of limitation begins to run when Plaintiff discovers that a
12 fraud occurred or exercise of reasonable diligence, should have discovered fraud. (*Computer*
13 *Associates Int'l. Inc vs. Altai Inc*) The Texas Supreme Court held that, because fiduciaries have duty
14 to disclose upon which beneficiary is entitled to rely, breach of fiduciary duty is inherently
15 undiscoverable as matter law. Plaintiff is mental incompetent, disability is protected in ADA
16 disability in federal statute limitation in mental disability.
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22 **CLAIMS FOR RELIEF**

23 **I. NEGLIGENCE**

24 **BREACH OF PERSONAL INFORMATION**

25 On October 18,2018 Defendant Metlife had Data Breach of confidential information,
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involving "The Benefit Administrator." **(EXHIBIT A) Attorney General California Breaches website Metlife copy of Notice of breach.** Defendant Metlife was negligence and reckless failed to protect confidential personal information due to their data breach. Defendant Metlife failed to secure highly sensitive information, causing high risk in identity theft and criminal activity. Defendant Metlife owe a duty to protect and secure highly sensitive personal data. Defendant failed their duty to obligate. Defendant breach of duty of protecting personal data, Defendant committed unlawful negligence, Defendant wrongdoing violated California Privacy Act. Careless and reckless. Causation, Defendant carelessness of negligence cause harm to Plaintiff personal information. Proximate Cause, Defendant owe duty to protect her personal information (ERISA). Plaintiff suffered emotional distress, mental anguished, paranoid, illness, pain and suffering mental illness due to stalkers, identity theft and hackers. Defendant had duty a to exercise reasonable care. Damages Defendant owes Plaintiff compensatory damages of \$50,0000.00 emotional harm Plaintiff Marie Arnold and Defendant has proof of existence contract "Promise Whole Life" **(EXHIBIT A)** Plaintiff's Policy Metlife Life Insurance. Defendant Agent breach duty to perform to disclose policy materials and facts. Plaintiff Arnold and Defendant had written agreement with life insurance policy contract, actual contract existence of \$50,0000.00. Defendant breach duty to perform duty owe to Plaintiff. Defendant breach and intent to conceal of material facts of the contract, up hold from Plaintiff's entitlement agreement of contract. Plaintiff in good faith called in Agent to informed about her status, unable to pay. Defendant concealing all alternative optional relating on contract. Defendant breach fiduciary duty to beneficiares/ trustee/ excutor of trust under law, three elements fiduciary duties, involving trust, a duty of loyalty, a duty of full disclosure. Plaintiff request in cash value withdraw in writing mental disability. Defendant deny cash value withdraw full policy. **(Mitchell vs. Meteropolitan Life Insurance Company) Nos 0855277, 0855686** Plaintiff Mitchell was favored against Metropolitan eligible for benefits under Metlife's policy. Plaintiff suffered chronic illness had long term disability.

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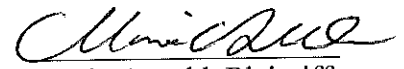
invaded by Defendants cause Plaintiff severe emotional distress, Defendant use video surveillance to watch insured for investigations and employments. Plaintiff was being harassed with Defendant's interception radio frequency, Plaintiff has family affairs and daily routine, relationship. Plaintiff feels as their using ease dropping to violate her rights in house. Defendant committed defamatory against Plaintiff's relationships. Plaintiff is haunted By the Defendant wrongful conduct.

PRAYER FOR RELIEF

Plaintiff prayer for compensatory damages for \$500,000.00 and punitive damages \$1,000,000.00 for negligent emotional distress and past and future loss

I declare under penalty of perjury under law of the State of Nevada that the foregoing is correct true and correct.

Respectfully,


Marie Arnold, Plaintiff
Pro Se

Date july.9,2019

EXHIBIT A



MetLife

Metropolitan Life Insurance Company
Insert Your Business Unit
Insert Your Street Address
Insert City, State and Zip

[Insert Recipient's Name]
Insert Street Address
Insert City, State, and Zip

DATE

Re: Notice of Data Breach

Dear Name:

WHAT HAPPENED

On October 18, 2018 MetLife inadvertently sent an email containing some of your personal information in an attachment to a Benefits Administrator for another MetLife group customer. The Benefits Administrator, who regularly works with MetLife, deleted the email, including your personal information. The Benefits Administrator routinely handles sensitive information and we do not believe your information is at risk.

WHAT PERSONAL INFORMATION WAS INVOLVED?

The inadvertently disclosed attachment contained your Social Security Number, date of birth, gender, address and insurance coverage information.

WHAT WE ARE DOING

We have arranged for you to enroll, at no cost to you, in an online three-bureau credit monitoring service (*My TransUnion Monitoring*) for one year provided by TransUnion Interactive, a subsidiary of TransUnion®, one of the three nationwide credit reporting companies.

WHAT YOU CAN DO

Privacy laws do not allow us to register you directly. To enroll in this service, go to the TransUnion Monitoring website at **www.transunionmonitoring.com** and in the space labeled "Activation Code", enter this code: **<<Insert Unique 12- letter Activation Code>>** and follow the three steps to receive access to the credit monitoring service online within minutes.

If you do not have access to the Internet, you may enroll in a similar paper-based credit monitoring service via U.S. mail delivery, by calling the TransUnion Fraud Response Service's toll-free hotline at **1-855-288-5422**, and when prompted, enter this code: **696518** and follow the steps to enroll in the offline credit monitoring service.

You can sign up for the online or offline credit monitoring service anytime within the next

Data Leak Incident Reported by Fortune 500 Metropolitan Life Insurance Company

SSNs, dates of birth, addresses, insurance coverage leaked

Advertisement

Nov 19, 2018 21:48 GMT • By Sergiu Gatlan • Comment • Share:

The personal information of multiple customers was exposed in the form of an attachment sent to a Benefits Administrator as reported by Metropolitan Life Insurance Company (MetLife) in a notice of data breach forwarded to the Office of the Attorney General of California.

However, according to MetLife notification, "The Benefits Administrator, who regularly works with MetLife, deleted the email, including your personal information. The Benefits Administrator routinely handles sensitive information and we do not believe your information is at risk."

The data exposed during the inadvertent leak incident contained customers' social security numbers (SSNs), insurance coverage information, dates of birth, genders, and addresses.

Despite considering that their customers' personally identifiable information (PII) was not put at risk, MetLife decided to still provide "an online three-bureau credit monitoring service (My TransUnion Monitoring) for one year."

Following the October 18 data leak disclosed on November 16, MetLife also advised its customers to monitor their credit reports: "If you find suspicious activity on your credit reports or have reason to believe your information is being misused, call your local law enforcement agency and file a police report."

MetLife also suffered a similar breach in 2009

This is not the first time when MetLife accidentally exposed customer personal information given that during November 2009 "a MetLife employee posted the personally identifiable information of current and former MetLife customers, including their Social Security numbers, on the Internet," as reported by Hunton Andrews Kurth.

After the 2009 breach was discovered, MetLife also provided affected customers with identity theft



MetLife data leak

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A Small Windows 10 May 2019 Update Bug That's Driving Me Nuts: And it is an old issue that's been around for a while

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Samsung Renews Android License Because Nobody Wants to Be Huawei These Days: Google recently revoked Huawei's license following a US ban

LG's Attempt to Make Fun of Huawei Backfires Unexpectedly: "Hey Google, who is your best friend?" Not LG, that's

EXHIBIT B

Metropolitan Life Insurance Company
PO Box 313
Warwick RI 02887-0313
MetLife

00216

MetLife

April 7, 2017

MARIE A DANTES
1201 SYCAMORE TER SPC 102
SUNNYVALE CA
94086-8712

We are enclosing the Acknowledgement of Insurance you requested.

If you have any questions, please contact your financial professional or call our Customer Service Center at 1-800-638-5000 Monday through Friday between 9 a.m. and 6 p.m., ET. You may also view your policy information online at www.eservice.metlife.com.

Sincerely,

Elena Dorotayo

Elena Dorotayo
Customer Solutions Center



MetLife

Metropolitan Life Insurance Company

The Company above has issued a policy of insurance (referred to as the Policy) on the life of the Insured named below. The status of the Policy depends on the payment of premiums due, if any. The original Policy, together with the application upon which it was based, is the entire contract between the Company and the Owner.

This is a brief description of the Policy.

Policy Number 21216479 UT

Policy Issue Date
of Original Policy

June 14, 2012

Plan Promise Whole Life

Face Amount of Insurance \$ 50,000.00
(As of date shown below)

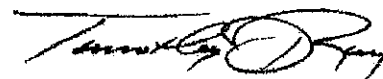
Insured MARIE A DANTES

Owner MARIE A DANTES

Any additional benefits contained in the Policy are not described here. Further details about the policy and benefits will be furnished upon request.

The Company may also require surrender of this Acknowledgement, the original Policy (if found) and any replacement of the original Policy when a claim is presented.

Date April 7, 2017



Timothy Ring
Secretary

